

Revision number: Purchasing Agent: Debbie Gundersen

(801) 538-3150

Item: Voice Over IP Communications Systems, (turn-key installation, support and maintenance. Telephone Systems Associated with Adjunct Systems (voice mail, automated attendant, call manager & interactive voice response systems with VOIP capabilities) for Small and Large Systems

Vendor: 94828A Mountain States Networking

1226 East 6600 South, Suite 200 Salt Lake City, Utah 84121

Internet Homepage: <u>www.mstates.com</u>

Telephone: (801) 743-6270

Fax number: (801) 268-4601

Contact: Eric Luther

Email address: <u>eluther@mstates.com</u>

Brand/trade name: Cisco Systems

Price: See attached discount schedule

Terms: Net 30

Effective dates: 02/07/2005 through 02/06/2008

Days required for delivery: 2 weeks (average)

Price guarantee period: 3 years Minimum order: \$1.00

Min shipment without charges: Freight included in pricing

Other conditions: Potential renewals not to exceed 02/06/2010

#### THIS IS A NEW CONTRACT. ALSO REFER TO CONTRACTS AR1855, AR1856, AR1857.

This statewide contract is an "AR" (Authorization Required) contract. Authorization is required before purchase can be made. The authorization requirements and procedure is detailed in the attachment to the contract. Order may be placed only after authorization is received. This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.

#### STATE OF UTAH CONTRACT NUMBER: AR1850

February 8, 2005



**AUTHORIZATION REQUIRED:** DAS/ITS (INFORMATION TECHNOLOGY SERVICES) ADMINISTERS STATE AGENCY PURCHASES FROM THIS CONTRACT. STATE AGENCIES (EXECUTIVE BRANCH) MUST COORDINATE THEIR PURCHASE THROUGH DAS/ITS AND MAY NOT PURCHASE DIRECTLY FROM THE CONTRACTOR.

PLEASE CONTACT BILL THEEL WITH DAS/ITS AT 801-538-3333 OR DAVID LEE AT 801-537-9251 FOR ASSISTANCE. DAS/ITS WILL CHARGE STATE AGENCIES BASED ON DAS/ITS' UNIVERSAL SURCHARGE RATE PLAN. POLITICAL SUBDIVISIONS (SUCH AS HIGHER EDUCATION, PUBLIC EDUCATION, CITIES AND COUNTIES) MAY PURCHASE DIRECTLY FROM THE CONTRACTOR WITHOUT STATE INVOLVEMENT.

### Mountain States Networking Voice Over IP Communication Systems Price Discounts for AR1850

Pricing Discounts are off <u>Current</u> Global Price List US Availability – Contact Vendor for electronic access to the price list.

- 1. Cisco Hard 38.1% Off List Price with Exception of ACD/ICD
- 2. Cisco Hard 20% Off List Price for ACE/ICD Products
- 3. Cisco Sma 20% Off List Price
- 4. Service Ins. \$150.00 Per Hour Standard Rates with Exception of ACD/ICD
- 5. Service Ins \$250.00 Per Hour for ACD/ICD/IVR Integration

Price Lists for "Moves, Adds and Changes" Attached

Price List for "Repair Service Pricing Schedules" Attached

## Appendix 5 "Moves, Adds and Changes" (MAC) Pricing Schedules

#### Standard Time and Labor Charges: 8 AM to 5 PM Monday - Friday (except holidays)

Order Charge:	T	
Assessed for each "move, add and change" (MAC) order	N.	A
Hourly Labor Rate:	T	***************************************
Charged for on-site technical services	\$	200.00
Hourly Technical Telephone Consultation Rate:	厂	***************************************
Charged for telephone consultation by technical systems specialists and for remote "moves, adds and changes"	l	
(MAC) work activity	\$	150.00
Hourly Travel Rate:	Ė	
Charged for travel when "moves, adds and changes" (MAC) are performed on systems located outside of the		
Wasatch Front (Ogden on the North through Salt Lake City to Provo on the South)	\$	100.00
Trip Charge:		
Assessed for each "move, add and change" (MAC) order	\$	75.00
Per Diem Rate (per day):		
Charged when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch	İ	
Front such that the distance from Salt Lake City combined with the magnitude of work to be performed	l	
necessitate staying over-night	\$	30.00
Lodging Rate (per day):		
Charged when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch	ĺ	
Front such that the distance from Salt Lake City combined with the magnitude of work to be performed		
necessitate staying over-night	\$	50.00
Miscellaneous (Other) Rate(s); specify/describe:	N/	A
Minimum Labor Billing Increment; for example 1/2 hour:	1 F	lour
Additional Labor Billing Increment; for example 1/4 hour:	1/2	Hour

#### Non-Standard Time and Labor Charges: (after hours, weekends, holidays)

Order Charge:	T	
Assessed for each "move, add and change" (MAC) order	S	75.00
Hourly Labor Rate:	十	
Charged for on-site technical services	\$	250.00
Hourly Technical Telephone Consultation Rate:	Ť	
Charged for telephone consultation by technical systems specialists and for remote "moves, adds and changes"		
(MAC) work activity	18	200.00
Hourly Travel Rate:	十	
Charged for travel when "moves, adds and changes" (MAC) are performed on systems located outside of the		
Wasatch Front (Ogden on the North through Salt Lake City to Provo on the South)	\$	200.00
Trip Charge:	Ħ	
Assessed for each "move, add and change" (MAC) order	\$	75.00
Per Diem Rate (per day):	Ť	
Charged when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch		
Front such that the distance from Salt Lake City combined with the magnitude of work to be performed		
necessitate staying over-night	\$	50.00
Lodging Rate (per day):	Ť	
Charged when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch		
Front such that the distance from Salt Lake City combined with the magnitude of work to be performed		
necessitate staying over-night	\$	75.00
Miscellaneous (Other) Rate(s); specify/describe:	N.	
Minimum Labor Billing Increment; for example 1/2 hour:	1]	Hour
Additional Labor Billing Increment; for example 1/4 hour:	30	Minutes

NOTE: Indicate N/A if "Not Applicable"

**RFP LW2904** 

## Appendix 6 Service Order Process

#### Overview

- 1. Agency customers send requests for service to the ITS Order Desk.
- 2. Order writers issue an order to the appropriate vendor.
- 3. The vendor confirms to the Order Desk that they have received the order and provides the scheduled due-date.
- 4. The vendor works the order.
- 5. The vendor reports to the Order Desk when the order is completed and provides completion information.
- 6. The vendor invoices ITS (the invoice must reflect the order number).

Contacts – The vendor will provide the name of a contact person and a backup along with telephone and fax numbers as well as email addresses.

Order Issuance – Orders are faxed to vendors. In the near future, we expect to also be able to email orders. Orders will include the work requested, site contact information, order writer contact information and a requested due-date.

Due-Dates – The standard interval for routine orders at locations along the Wasatch Front (Provo to Ogden) is one business week. This date will be used whenever the agency customer does not specifically request otherwise. For large or complex orders or for locations outside the Wasatch Front, the vendor will provide the earliest reasonable date. If the agency customer requests a date longer or shorter than the standard interval, then the requested date will be shown, although it is understood that the vendor may or may not be able to meet a shorter interval.

Confirmation – Within one business day, the vendor will confirm to the order desk the receipt of the order and provide the scheduled due-date.

Changes – If the due-date is changed, then the vendor will notify the Order Desk and the agency customer as soon as possible. If the customer requests changes in the work to be performed, then the vendor will contact the Order Desk prior to performing the work so that the order can be modified.

Completion – The vendor will notify the Order Desk when the work has been completed and will provide any relevant completion information such as new telephone or extension numbers.



## Appendix 9 Repair Service Pricing Schedules

#### Standard Time and Labor Charges: 8 AM to 5 PM Monday - Friday (except holidays)

Order Charge:	T	
Assessed for each repair service order	N	<b>JA</b>
Hourly Labor Rate:	T	
Charged for on-site technical services	\$	200.00
Hourly Technical Telephone Consultation Rate:	$\top$	
Charged for (repair service) telephone consultation by technical systems specialists and for remote "moves,		
adds and changes (MAC work activity	18	150.00
Hourly Travel Rate:	T	
Charged for travel when repair service is performed on systems located outside of the Wasatch Front (Ogden	1	
on the North through Salt Lake City to Provo on the South)	\$	100.00
Trip Charge:	T	
Assessed for each repair service order	\$	75.00
Per Diem Rate (per day):		
Charged when repair service is performed on systems located outside of the Wasatch Front such that the		I
distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-		
night	\$	30.00
Lodging Rate (per day):		
Charged when repair service is performed on systems located outside of the Wasatch Front such that the		I
distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-		l
night	\$	50.00
Miscellaneous (Other) Rate(s); specify/describe:	NA	7
Minimum Labor Billing Increment; for example 1/2 hour:	1 F	lour
Additional Labor Billing Increment; for example 1/4 hour:	1/2	Hour

#### Non-Standard Time and Labor Charges: (after hours, weekends, holidays)

Order Charge:	Т	
Assessed for each repair service order	18	50.00
Hourly Labor Rate:	Ť	
Charged for on-site technical services	18	250.00
Hourly Technical Telephone Consultation Rate:	Ť	
Charged for (repair service) telephone consultation by technical systems specialists and for remote "moves,		
adds and changes (MAC work activity	8	200.00
Hourly Travel Rate:	Ť	200.00
Charged for travel when repair service is performed on systems located outside of the Wasatch Front (Ogden		
on the North through Salt Lake City to Provo on the South)	S	200.00
Trip Charge:	Ť	200.00
Assessed for each repair service order	s	75.00
Per Diem Rate (per day):	Ť	,,,,,,
Charged when repair service is performed on systems located outside of the Wasatch Front such that the		
distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-		
night	\$	50.00
Lodging Rate (per day):	<u> </u>	
Charged when repair service is performed on systems located outside of the Wasatch Front such that the		
distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-		
night	\$	75.00
Miscellaneous (Other) Rate(s); specify/describe:	NA NA	
Minimum Labor Billing Increment; for example 1/2 hour:		lour
Additional Labor Billing Increment; for example 1/4 hour:		Hour

NOTE: Indicate N/A if "Not Applicable"

#### Appendix 10 Repair Process

#### Overview

- 1. Agency customers report problems to the ITS Help Desk.
- 2. The Help Desk issues a trouble ticket to ITS PBX Maintenance.
- 3. PBX Maintenance determines which vendor is involved and faxes or calls the vendor to report the problem.
- 4. The vendor resolves the problem.
- 5. The vendor notifies PBX Maintenance when the problem is resolved and provides any resolution information.
- 6. The vendor invoices ITS (the invoice must reflect the ticket number).

Contacts – The vendor will provide the name of a contact person and a backup along with telephone and fax numbers as well as email addresses.

Trouble ticket issuance – Standard priority tickets are reported via either fax or phone at the option of the vendor. If reported via fax, then the vendor will call PBX Maintenance within 1 hour to confirm receipt. All "high" and "urgent" priority tickets will be reported to vendors by phone with fax to follow if desired.

Updates – PBX Maintenance will call the vendors for updates as they deem necessary. If the volume of outstanding tickets is high, then a list of outstanding tickets will be faxed to the vendor nightly.

Completion – The vendor will notify PBX Maintenance when the ticket has been resolved. The vendor will provide relevant closure information including the name of the customer contact who confirmed that the problem was fixed and any other relevant information.



## STATE OF UTAH - STATEWIDE CONTRACT CONTRACT NUMBER AR1850

1.		e Contract is between the <b>Division of Purchasing and General</b> O Box 141061, Salt Lake City, UT 84114-1061, an agency of the DR:
	Mountain States Networking Name	LEGAL STATUS OF CONTRACTOR  [ ] Sole Proprietor
	1226 East 6600 South Ste. 200 Address	[ ] Non-Profit Corporation _ For-Profit Corporation [ ] Partnership [ ] Government Agency
	Salt Lake City, Utah 84121	<u>-</u>
	City State Zip	
	Federal Tax ID# 87-0669017 Vendor # Vendor Contact Person: Eric Luther Vendor Fax #: 801-268-4601	94828A         Commodity Codes:         72557 & 91579           Vendor Phone #:         801-743-6270           Vendor email address:         www.mstates.com
2.	GENERAL PURPOSE OF CONTRACT: The g Voice Over IP Communications Systems (Cisco Bra support and maintenance, telephone systems, associa call management and interactive voice response syste systems (equipment) must have the capability to acce to very large, 10,000 ports and be able to expand with and or enhance feature capabilities.	teneral purpose of this Contract is to provide:  nd). The equipment, including ITS turn-key installation  ated adjunct systems (voice mail, automated attendant,  ems with VOIP capabilities. The telephone adjunct  commodate location sizes of very small, under 10 ports  hout requiring a "fork lift" upgrade to allow port growth
3.	CONTRACT PERIOD: Effective date 2/1/2000 in accordance with the terms and conditions of the Renewal option: 1 (2) year renewal & 1 (1) 1 year	
4.	PRICING AS PER ATTACHMENT A (Addend PAYMENT TERMS: Net 30 DAYS REQUIRED FOR DELIVERY: 2 Week MINIMUM ORDER: \$1.00 FREIGHT TERMS: Included in pricing	<u>,                                      </u>
5.	ATTACHMENT A: Standard Terms and Condit ATTACHMENT B: Pricing Discounts, Schedule Any conflicts between Attachment A and other	
6.	<ul><li>a. All other governmental laws, regulations, ocontract.</li><li>b. Utah State Procurement Code, Procur</li></ul>	CONTRACT BY REFERENCE BUT NOT ATTACHED: or actions applicable to the goods and/or services authorized by this rement Rules, CONTRACTOR'S response to Bid # LW2904
(	CAME BACIBAYO  Type or Print Name and Title  Date  Date  Date  Date  Date  (Award made 3/13/03 co	ause this contract to be executed.  STATE OF UTAH  Douglas G Richins Director, Division of Purchasing

T+ 2 0 for UOIP LW2904

#### Standard Contract Terms and Conditions State of Utah, Statewide Contracts (Request for Proposals)

- 1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 69-56, Utah Code Annotated, 1953, as amended, Utsh State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE,
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute crising out of this Contract or the breech thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS: Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintanance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminales, or until all audite initiated within the four years have been completed, whichever is
- 5. AUDIT OF RECORDS: The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for sudit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 8. HOLD HARMLESS: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or fiability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or aubcontractors or volunteers.
- 9. EQUAL OPPORTURITY CLAUSE: The Contractor agrees to abide by the provisions of Titla VI and VII of the Civil Rights Act of 1984 (42USC 2000a) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11248, as amended, which prohibits discrimination on the basis of sax; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining larms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 11. AMENDMENTS: The terms of this contract will not be waived, altered, modified, supplemented or emended in any manner whalsoever without prior written approval of the State Director of Purchasing.
- 12. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, disclared ineligible, or voluntarity excluded from participation in this transaction (contract), by any governmental department of agency. If the Contractor carmot certify this statement, attach a written explanation for review by the STATE.
- 13. CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this proposal may be canceled without cause by the STATE upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.
- 14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utahas sales and use tax 14. TAXES: Proposal prices will be excusive or state sales, use that leading partners are being paid from STATE funds and used exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utahis Federal excise examption number is 87-780019K.

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16. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including herdware, firmware, and/or software products) that it iteerses, contracts, or sells to the State of Utah under this contract for a period of-see jeen unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the selesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgement to consider when it advised the STATE about the product, (6) the product has been properly designed and remarkactured, and (5) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor will repair or replace (at no charge to the STATE) the product proves to be inacteduate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

- 16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.
- 17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.
- 18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.
- 19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special lerms and conditions. Any order for less than the specified smount is to be shipped with the freight propeld and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 20. REPORTS: The Contractor will aubmit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.
- 21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; increaver, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct involve is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandles.
- 22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.
- 23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.
- 24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit involces to the ordering agency. The STATE contract number and the agency ordering number will appear on all involces, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust any involce reflecting incorrect pricing.
- 25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding batance. Payments may be made via a State of Utah (or political subdivision) (Purchasing Card.) All payments to the Contractor will be remitted by mait unless paid by Purchasing Card.
- 28. MODIFICATION OR WITHDRAWAL OF PROPOSALS; Proposals may be modified or withdrawn prior to the time sat for the opening of proposals. After the time set for the opening of proposals may be modified or withdrawn.
- 27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.
- 28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is

Charly 1/25/05



equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

- 29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.
- 31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, effer Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose fiquidated damages; 4. Suspend Contractor from receiving future proposal solicitations.
- 32. FORCE MAJEURE: Naither party to this contract will be held responsible for delay or default caused by firs, riot, acts of God and/or was which is beyond that party's reasonable control. The STATE may lerminate this contact after determining such delay or default will reasonably prevent successful performance of the contract.
- 33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(a) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each perticipating state's requirements.
- 34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposals or competition.
- 35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.
- 38. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions will govern.
- 37. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002

# Cisco Limited Warranty and Software License

## **Limited Warranty**

Hardware. Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product, if sale is not directly by Cisco Systems, Inc. ("Cisco") warrants that commencing from the date of delivery to Customer (but in case of resale by a Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product (if any), the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option. shipment of a replacement within the period and according to the replacement process described in the Warranty Card, or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, if different than Cisco, freight and insurance prepaid. Cisco replacement parts used in Hardware repair may be new or equivalent to new. Cisco's obligations



FINET COMMODITY CODE(S):

72557000000 - TELECOMMUNICATIONS DISPLAY TERMINALS 91579000000 - TELECOMMUNICATIONS SERVICES (NOT OTHERWISE CLASSIFIED)

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